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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 4447 OF 2007
IN
NOTICE OF MOTION NO. 1998 OF 2007
IN
APPEAL NO. 364 OF 2007
IN
SUMMONS FOR JUDGMENT NO. 539 OF 2006
IN
SUMMARY SUIT NO. 2557 OF 2006

Selvel Publicity & Consultants
Pvt. Ltd. ...Appellant.

Vs.

Nutan Advertising Agency
Pvt. Ltd. ...Respondent.

Ms. Neeta Solanki i/b. Kiran Jain & Co. for the Appellant.

Mr. H.V.Chande for the Respondent.

CORAM : DR.S.RADHAKRISHNAN &
ANOOP V. MOHTA, JJ.

DATED : 12th DECEMBER, 2007

P.C.

. Heard the learned Counsel for the Appellant and the learned Counsel for the Respondent. Perused the Notice of Motion and the affidavit in support of the Notice of Motion dated 28th November, 2007. For the reasons stated in the Notice of Motion it appears erroneously that the Appellant had directly prepared the Bank Guarantee without a draft being settled by the learned Prothonotary & Senior Master. In view thereof, today the Appellant has prayed that the

Appellant be granted time to get the Bank Guarantee approved by the learned Prothonotary & Senior Master so as to enable them to file a fresh Bank Guarantee with the approval of the learned Prothonotary & Senior Master of this Court. The learned Counsel for the Respondent/ Original Plaintiff Mr. Chande also fairly agrees to the same. Under such circumstances, the Notice of Motion is made absolute in terms of prayer clauses (a) and (b). It is made clear that the Appellant shall get the draft Bank Guarantee approved by the learned Prothonotary & Senior Master within a period of four weeks from today and file the said Bank Guarantee within a week after the approval of the same. Notice of Motion stands disposed of.

(ANOOP V. MOHTA, J.) **(DR.S.RADHAKRISHNAN,J.)**